

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOUTH TUCSON

THIS AGREEMENT entered into this 12th day of August, 1987 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of South Tucson, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Section 28-108 and 11-952 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, city is empowered by Sections 11-951 through 11-954, Arizona Revised Statutes, to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, it is desired by City, and is acceptable to State, to increase the aesthetic appearance of that portion of U. S. 89 situated north of the intersection of South 6th Avenue and 26th Street in the City of South Tucson; and

WHEREAS, the desired improvement may be accomplished by the installation of decorative pavement in the highway crosswalk; and

WHEREAS, the cost of installing said decorative pavement in the crosswalk situated north of the intersection of South 6th Avenue and 26th Street will be \$10,000.00 including State's engineering and construction administration costs.

NOW, THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. During construction of the U.S. 89 improvement project on that portion of U.S. 89 situated north of the intersection of South 6th Avenue and 26th Street, prepare the crosswalk and install therein decorative pavement in accordance with Arizona Department of Transportation plans for Project F-031-1(28).

NO. <u>12291</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-12-87</u>
<i>Race</i> <i>Thompson</i>
SECRETARY

2. Within ten (10) days following start of construction on said decorative paving, submit to City a bill for 50% of the cost of said crosswalk paving, which said total cost includes 15% for State's engineering and construction administration expenses.

3. Upon completion of said paving job, submit to City a bill for the balance due for said decorative crosswalk paving.

CITY SHALL:

1. Upon receiving the aforesaid bills from State, pay same within thirty (30) days.

2. Upon completion of said paving project and acceptance of same from State,, maintain said crosswalk and provide any required future maintenance and repairs.

The parties hereto further agree that:

To the extent permitted by law, State and City agree to defend, indemnify and hold harmless each other and their agents, officials, employed and subsidiaries, from and against any or all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or City, their employees or agents. As to any liability claims, the parties agree that they will share in any settlement or judgment in the amount proportionate to the degree of negligence or fault of the respective parties as adjudicated by a court of competent jurisdiction.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid, except as to those provisions pertaining to maintenance which shall be in perpetuity; provided, however, that prior to start of construction, this agreement may be cancelled by either party upon 30 days' written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this

agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement, and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SOUTH TUCSON, a Municipal Corporation

BY: 

ATTEST: 

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 

W. O. FORD
State Engineer

RESOLUTION 87-11

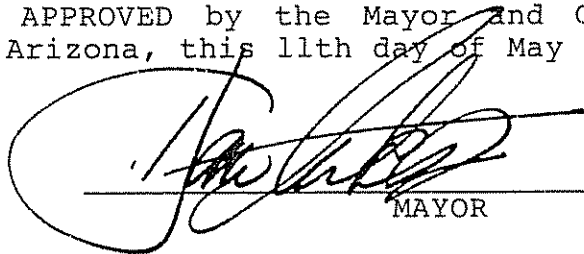
A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON, AGREEING TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA FOR CONSTRUCTION OF A CROSSWALK AND CONTROL DEVICE IN SOUTH TUCSON.

WHEREAS, a situation exists within the City of South Tucson which may cause injury to its citizens or prevent the full use of its educational facilities, it becomes necessary for the City of South Tucson to enter into an IGA with the State of Arizona to permit the construction of a crosswalk and traffic control device across South Sixth Avenue north of 26th Street.

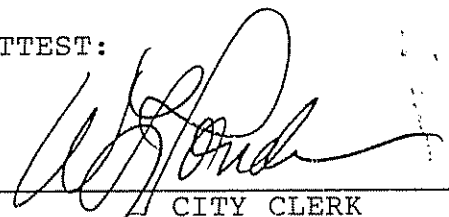
WHEREAS, under the terms of this agreement, the City of South Tucson will provide the necessary funds to the State of Arizona for the expenses incurred by the State for the construction of said crosswalk and traffic control device, and the State will assume full responsibility for the design and construction.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that they accept the terms and conditions of an Intergovernmental Agreement with the State of Arizona for the construction of a crosswalk across South Sixth north of 26th Street.

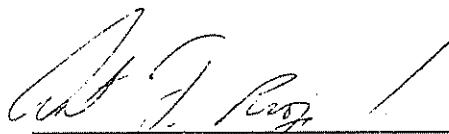
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of South Tucson, Arizona, this 11th day of May 1987.


MAYOR

ATTEST:

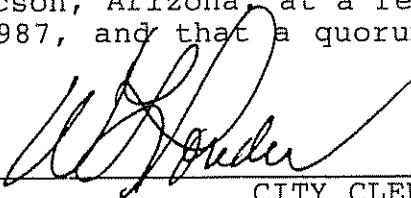

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

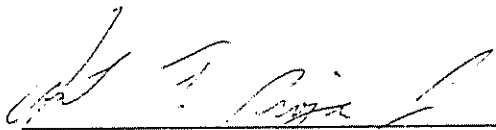
C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Resolution No. 87-11 was duly approved, passed and adopted by the City Council of the City of South Tucson, Arizona, at a regular meeting held on the 11th day of May, 1987, and that a quorum was present thereat.



CITY CLERK

APPROVED AS TO FORM:



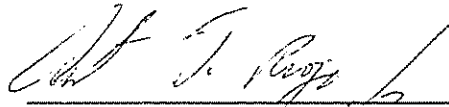
CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The Intergovernmental Agreement between the City of South Tucson and the State of Arizona for construction of a crosswalk and control device on State Highway 89 in the City of South Tucson, has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of South Tucson and its agencies under applicable laws of the State of Arizona.

Dated this 4th day of June, 1987.



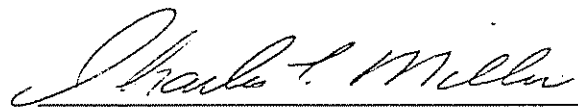
CITY ATTORNEY

PROJECT: F-031-1(28)
SECTION: Ajo Way - 25th Street

RESOLUTION

BE IT RESOLVED on this 26th day of June, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of South Tucson for the purpose of increasing the aesthetic appearance of that portion of U.S. 89 situated north of the intersection of South 6th Avenue and 26th Street by installing decorative pavement in the highway crosswalk.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

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Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 87-1716, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of July, 1987.

ROBERT K. CORBIN
Attorney General

James R. Redgrave
Assistant Attorney General
Transportation Division